

**LOS ALAMOS INDUSTRIAL FELLOWS PROGRAM**

**UNIVERSITY OF CALIFORNIA**

**LOS ALAMOS NATIONAL LABORATORY**

**IF AGREEMENT NUMBER: IF-XX-XXX**

The Parties to this Agreement are The Regents of the University of California ("University") and (**Company name, City and State location**) (referred to below as the "Recipient"); both being also referred to herein as the Parties.

WHEREAS the University operates the Los Alamos National Laboratory ("Laboratory") under contract No. W-7405-ENG-36 ("Contract") for the U.S. Department of Energy (DOE);

WHEREAS it is a mission of the University, under its Contract with DOE, to conduct technology transfer activities for the purpose of enhancing the economic competitiveness of the United States;

WHEREAS the authorized technology transfer activities of the University include the furnishing of limited technical assistance to U.S. industry;

WHEREAS the University has an interest in assigning selected employees from the Laboratory to industrial concerns for the purpose of acquiring experience and training in industrial research and production practices that will have applicability to DOE programs;

WHEREAS the University has identified Recipient as a concern offering requisite experience and training opportunities that will be of benefit to particular DOE programs upon the return of the selected employee(s) to the Laboratory;

WHEREAS Recipient wishes to obtain expert technical assistance from one or more University employees having experience in a technical field related to Recipient's business; and

WHEREAS for the foregoing reasons the University and the Recipient expect that an assignment of a University employee to Recipient's facility will be mutually beneficial to both the University and the Recipient.

NOW, THEREFORE the Parties intending to be legally bound agree as follows:

A. Assignment of Laboratory Employee

The University agrees to assign the employee identified below, who is an employee of the University at the Los Alamos National Laboratory (Laboratory Employee), to work at one or more of Recipient's facilities.

Employee: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Laboratory Identification Number (Z Number): \_\_\_\_\_

Citizenship: \_\_\_\_\_

The purpose of this assignment shall be for the Laboratory Employee to offer expert advice and assistance as requested by Recipient, while acquiring experience and training in industrial processes of mutual interest.

B. Term

It is the intent of the University to assign the Laboratory Employee to Recipient for a term of approximately **twenty-four (24) months** from the date of the last party's signature affixed to this Agreement ("Effective Date"). It is mutually understood, however, that this term, by written supplemental agreement may be either lengthened or shortened by either party for any reason upon twenty (20) days written notice to the other party.

C. Salary and Benefits

The Laboratory Employee shall remain an employee of the University at all times while assigned to Recipient. The Laboratory Employee shall be compensated directly by the University. All employee welfare and pension benefits provided to the Laboratory Employee shall be provided directly by the University. The Laboratory Employee shall not be compensated by Recipient nor shall Laboratory Employee be eligible for any Recipient employee benefits.

Recipient will pay the University for fifty percent (50%) of the Laboratory Employee's direct salary, but not including benefits or Laboratory overhead costs.

D. Travel Expenses

The Recipient shall pay reasonable travel and relocation expenses associated with the assignment of the Laboratory Employee as mutually agreed between the University and Recipient. In addition, Recipient shall pay for travel expenses that are incurred at the request of the Recipient, in accordance with Recipient's travel expense policies. The University shall pay for travel expenses that are incurred for the benefit of, or at the request of, the University in connection with ongoing programs or responsibilities of the Laboratory Employee that are not related to this Agreement.

E. Payments

Recipient will advance to the University an agreed amount to be invoiced by the University on a monthly basis. Recipient will pay the University an up front amount of \$\_\_\_\_\_ which will provide for the DOE 90-day advance funding requirement. Employee will not begin work under this Agreement until the funds are received. Upon receipt of a proper invoice prepared by the University payment will be made within thirty (30) days to:

Industrial Business Development Program Office  
ATTN: Odette Dallaire  
P. O. Box 462  
Los Alamos, NM 87545

F. Worker's Compensation

To the extent permitted by law, the University shall cover the Laboratory Employee under the University's workers compensation plan in effect at the Los Alamos National Laboratory. To the extent not so permitted, the Recipient agrees to cover the Laboratory Employee under Recipient's worker's compensation policy or plan.

G. Employee Conduct

While at the Recipient's facility, the Laboratory Employee will comply with policies and procedures applicable to guests and/or employees of Recipient at Recipient's facility, particularly including policies related to health and safety, security, and conduct of employees. Recipient agrees to provide training in appropriate areas commensurate with the training provided to its own employees.

During this assignment the Laboratory Employee shall be considered to be under the administrative and technical direction of the Recipient. Recipient agrees to provide the Laboratory Employee with office space and associated support services appropriate to meet the mutual objectives of this Agreement.

H. Product Liability

Recipient agrees to indemnify the University and the Government against liability for personal injury or property damage occurring as a result of the making, using or selling of a product, process or service derived from the Laboratory Employee's activities while assigned to Recipient other than liability occasioned by the intentional misrepresentation of, or withholding of information by, or the sole negligence of the University, Government or Laboratory Employee.

## I. Release-of Liability

Recipient acknowledges that neither the University nor the Government has any detailed knowledge of, or any control over, the uses that Recipient might make of any technical information or assistance furnished by the Laboratory Employee to the Recipient under this Agreement. Accordingly, the Recipient agrees that it shall assume full responsibility for its use of such information or assistance, and the Recipient agrees that it hereby releases the Laboratory Employee, the University, and the Government from any liability to Recipient for economic losses, consequential damages, or liabilities to third persons incurred by Recipient, including related attorneys' fees and costs and expenses of litigation, arising from the Recipients use of any technical information provided to Recipient by the Laboratory Employee other than liability occasioned by the intentional misrepresentation of, or withholding of information by, or the sole negligence of the University, Government or Laboratory Employee.

## J. Proprietary Information

The University acknowledges that during the course of this Agreement the Laboratory Employee may have access to technical and commercial information that is proprietary to Recipient ("Proprietary Information"). The University agrees and the Laboratory Employee agrees, by concurring with the terms of this Agreement, to maintain in strict confidence all Proprietary Information which the University and/or Laboratory Employee acquires from Recipient in the performance of Laboratory Employee's assignment hereunder and agree not to disclose to others or make any unauthorized use of Proprietary Information without Recipient's prior written authorization so long as and to the extent that such Proprietary Information shall be and remain confidential; provided, however, that nothing in this agreement shall prevent the University and/or Laboratory Employee from using or disclosing to others information:

- a) that, before or after acquisition from Recipient hereunder, is published or otherwise becomes part of the public domain through no fault of the University or Laboratory Employee, but only after it is published or otherwise becomes part of the public domain; or
- b) that before or after acquisition from Recipient hereunder is lawfully acquired by University or Laboratory Employee from a third party who insofar as the University or Laboratory Employee is aware has no obligation directly or indirectly to Recipient with respect thereto in accordance with the terms and conditions, if any, imposed by such third party on the University or Laboratory Employee as to such information but only after such acquisition from such third party; or
- c) that the University or Laboratory Employee can show was independently developed by the University or Laboratory Employee without access to Proprietary Information of Participant and apart from development connected to performance of this Agreement.

K. Intellectual Property Rights

In the event patentable inventions or other intellectual property is generated under this Agreement, the Parties agree as follows:

(a) Laboratory Employee, by concurring to the terms of this Agreement, agrees to disclose to Recipient any technical information, data, inventions and improvements, patentable or unpatentable, conceived of and/or developed by Laboratory Employee alone or with others in Laboratory Employee's activities conducted pursuant to this Agreement.

(b) The University shall retain title to rights in intellectual properties generated solely by the Laboratory Employee under this Agreement, subject only to applicable DOE approval, election and/or waiver requirements. The University grants to the Recipient and its subsidiaries a paid-up, non-exclusive, worldwide license with the right to sublicense in such intellectual property rights. The University further agrees to grant to Recipient a first option to negotiate an exclusive license to any such intellectual property generated solely by the Laboratory Employee during the course of this Agreement.

(c) The Recipient shall retain all rights in, and neither the University nor the Government shall acquire any rights in, intellectual properties generated solely by employees or agents of the Recipient during the course of this Agreement.

(d) Recipient and the University shall co-own any intellectual property generated under this Agreement made jointly by the Recipient and Laboratory Employee. With respect to such jointly developed intellectual property, the University agrees to grant Recipient a first option to negotiate an exclusive right to any such jointly developed intellectual property.

L. Communication

Communications between the Parties regarding the administration of this Agreement shall be addressed to the following points of contact:

For the University:

Industrial Business Development Program Office  
Los Alamos National Laboratory  
P.O. Box 1663 Mail Stop C334  
Los Alamos, NM 87545

Attn: Ms. Kimberly Sherwood  
Phone: (505) 665-1305  
FAX: (505) 665-0154  
E-mail Address: ksherwood@lanl.gov

For the Recipient:

Company name  
Address  
City, State, Zip

Attn: Contact name  
Phone:  
FAX:  
E-mail address:

M. Export Control

Recipient acknowledges that the export of good and /or technical data from the United States may require an export control license issued by the U.S. Government and that failure to obtain such an export control license may result in criminal liability under the laws of the United States.

N. Termination

This Agreement will terminate twenty-four (24) months from the Effective Date. Either the University or the Recipient may terminate this Agreement at any time by giving the other Party twenty (20) days advance written notice of such action. Termination of this Agreement shall not affect the rights and obligations of the Parties set forth in Paragraphs J and K, which shall survive termination of the Agreement.

O. Entirety of the Agreement

It is agreed that this Agreement constitutes the entire and only agreement between the Parties with respect to the subject matter hereof, and that this Agreement shall not be modified except by a written instrument executed by authorized representatives of each Party.

P. Miscellaneous

The University attests that it has the requisite powers and authority to enter into this Agreement and to perform according to the terms thereof. The University prior to the execution of this Agreement has obtained all prior reviews and approvals required by regulations or law. The University official and Recipient official executing this Agreement acknowledge that they have the requisite authority to do so.

Laboratory has the full right, title and interest by assignment from its employees to all intellectual property made by its employees subject to the terms and conditions of the Contract unless otherwise stated herein.

The construction, validity, performance and effect of this Agreement for all purposes shall be governed, by the laws and regulations of the United States and as applicable, laws of the state determined applicable by a court of competent jurisdiction.

Neither this Agreement nor any rights or obligations of any Party hereto shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party.

This Agreement is hereby executed by the authorized representatives of the Parties identified below.

For the University: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: Richard Mah, Industrial Business Development Program Office Director

For the Recipient: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title:

Concurrence by the Laboratory Employee:

I have read this Agreement and I concur with its terms.

\_\_\_\_\_  
Laboratory Employee Date: \_\_\_\_\_